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DONELAN, CLEARY, WOOD & MASER, P.C.

ATTORNEYS AND COUNSELORS AT LAW

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December 18, 1996

RECORDATION NOS. 9026-G AND 9026-H

Dear Mr. Williams:

On behalf of LPCA Corporation, I submit for filing and recording under 49 U.S.C. § 11301(a) and the regulations applicable thereunder, executed counterparts of two secondary documents, not previously recorded.

1. The first document (to be recorded under Recordation No. 9026-G) is entitled Amendment No. 2 to Lease of Railroad Equipment ("Amendment"), dated as of December 17, 1996 and the parties thereto are as follows:

First Security Bank, National Association
f/k/a First Security Bank of Utah, National Association
79 South Main Street
Salt Lake City, Utah 84111

- LESSOR

Burlington Northern Railroad Company
f/k/a Burlington Northern Inc.
2nd Floor
1700 East Gold Road
Schaumburg, Illinois 60173-5860

- LESSEE

The said Amendment, among other things, acts to add and take out units subject to the Lease of Railroad Equipment under Recordation No. 9026-B, as amended, and the Amendment should be recorded as "-G" under the same Recordation No. 9026.

The equipment covered by the instant Amendment is 48 Model SD 40-2 locomotives, BN6773-6789, 7800-7819, 7830-7831, 8000-8008 (BN7800-7819 and 7830-7831 formerly marked C&S 930-949 and 960-961).

A short summary of the Amendment to appear in the Surface Transportation Board Index is as follows:

"Amends Lease of Railroad Equipment under Recordation No. 9026-B whereby covers only 48 Model SD 40-2 locomotives."

2. The second document (to be recorded under Recordation No. 9026-H) is entitled Assignment and Assumption Agreement ("Assignment") dated as of December 17, 1996 and the parties thereto are as follows:

RECEIVED
SURFACE TRANSPORTATION
BOARD
DEC 18 1 14 PM '96*Counterpart - A. H. Hansen*

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First Security Bank, National Association - ASSIGNOR
f/k/a First Security Bank of Utah, National Association
79 South Main Street
Salt Lake City, Utah 84111

LPCA Corporation - ASSIGNEE
Suite 2200
Four Embarcadero Center
San Francisco, CA 94111

The aforesaid Assignment, among other things, is an assignment by the Assignor to the Assignee of all of its right, title and interest as Owner-Trustee in certain documents listed therein including the Lease of Railroad Equipment under Recordation No. 9026-B, as amended.

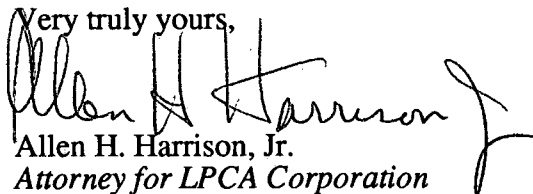
The equipment covered by the aforesaid Assignment is the equipment covered by the Lease of Railroad Equipment under Recordation No. 9026-B, as amended, namely as indicated in the above mentioned Amendment.

A short summary of the Assignment to appear in the Surface Transportation Board Index is as follows:

"Assignment of all Assignor's interest in listed documents under Recordation No. 9026 which includes the lease document under Recordation No. 9026-B, as amended."

Enclosed is a check in the amount of forty-two dollars (\$42.00) in payment of the filing fees.

Once the filings have been made, please return to bearer the stamped counterpart(s) of the documents not required for filing purposes, together with the letter/fee receipt from the Surface Transportation Board acknowledging the filings, and the two extra copies of this letter of transmittal.

Very truly yours,

Allen H. Harrison, Jr.
Attorney for LPCA Corporation
for the purpose of this filing.

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423
BY HAND

Enclosures
8397-020

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Agreement") is made as of December 17, 1996, by and between FIRST SECURITY BANK, NATIONAL ASSOCIATION, a national banking association formerly known as First Security Bank of Utah, National Association, not in its individual capacity but as Owner-Trustee pursuant to the Trust Agreement defined below (the "1977 Owner-Trustee"), and LPCA CORPORATION, a Delaware corporation ("LPCA").

RECITALS

A. LPCA is the successor to all of the interests of BWL, Inc., Westinghouse Credit Corporation and Toy National Bank in the Trust Estate created pursuant to that certain Trust Agreement dated as of September 1, 1977 (the "1977 Trust Agreement") among BWL, Inc., Westinghouse Credit Corporation and Toy National Bank, as Owners, and the 1977 Owner-Trustee. LPCA is presently the sole Owner of the Trust Estate.

B. LPCA has given notice to the 1977 Owner-Trustee of its intention to purchase the Trust Estate and terminate the trusts created pursuant to the 1977 Trust Agreement, all in accordance with Section 9.02 and 9.01 of the 1977 Trust Agreement.

C. Pursuant to Section 9.02 of the 1977 Trust Agreement, in conjunction with such sale and termination, LPCA is required to assume all of the obligations of the 1977 Owner-Trustee under the Trust Documents (other than the 1977 Trust Agreement).

ACCORDINGLY, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the 1977 Trust Agreement.

2. Assignment. Effective on the date hereof, the 1977 Owner-Trustee hereby GRANTS, BARGAINS, ASSIGNS, TRANSFERS, SELLS, DELIVERS AND CONVEYS UNTO LPCA, ITS SUCCESSORS AND ASSIGNS, TO HAVE AND TO HOLD FOREVER, all of the 1977 Owner-Trustee's right, title and interest in and to the documents and agreements set forth on Schedule 1 hereto and any other agreements, documents, instruments, certificates, maintenance records, correspondence and other written material, including all administration files (except for any confidential or proprietary information of the 1977 Owner-Trustee) related to such documents and agreements (collectively, the "Documents"); provided, however, that the Documents

shall not include any claim, cause of action, liability or obligation of the 1977 Owner-Trustee of any nature or description relating to the Documents existing on or before the date hereof or payable by reason of any act, event or omission occurring or existing on or before the date hereof, whether known or unknown, contingent or otherwise, as of the date hereof, as to which LPCA does not have an indemnification obligation in favor of the 1977 Owner-Trustee pursuant to the 1977 Trust Agreement, none of which are assigned to LPCA or assumed by LPCA hereunder.

3. Assumption. LPCA hereby confirms and agrees that, as of the date hereof, it shall be bound, in the same manner and to the same extent as the 1977 Owner-Trustee was bound heretofore, by all of the terms of the Documents applicable to the Owner-Trustee or Trustee, as defined thereunder (herein, collectively, the "Owner-Trustee") and shall assume, in the same manner and to the same extent as the 1977 Owner-Trustee had heretofore borne, all of the obligations of the Owner-Trustee contained in the Documents occurring or arising on and after the date hereof and relating to circumstances and events occurring on and after the date hereof. As of the date hereof, the 1977 Owner-Trustee shall not be responsible to any person for the discharge or performance of any duty or obligation of the Owner-Trustee under any Document occurring or arising on and after the date hereof.

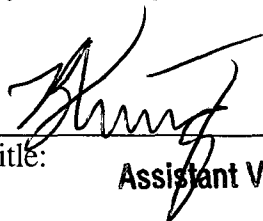
4. Governing Law. This instrument shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

5. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall constitute but one and the same instrument.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly executed as of the day and year first above written.

FIRST SECURITY BANK, NATIONAL
ASSOCIATION, not in its individual
capacity but solely as Owner-Trustee

By: 
Title: **Assistant Vice President**

LPCA CORPORATION

By: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly executed as of the day and year first above written.

FIRST SECURITY BANK, NATIONAL
ASSOCIATION, not in its individual
capacity but solely as Owner-Trustee

By: _____
Title: _____

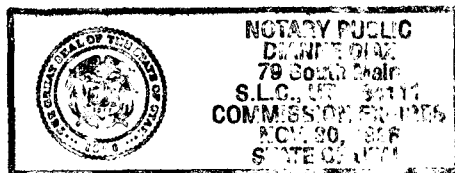
LPCA CORPORATION

By: Thomas C. Need
Title: **VICE PRESIDENT**

STATE OF UTAH)
)
COUNTY OF SALT LAKE) ss.:

On this 13th day of December, 1996, before me personally appeared Brett R. King, to me personally known, who being by me duly sworn, says that he/she is a Asst. Vice President of First Security Bank, National Association, that the foregoing instrument was signed and sealed on behalf of said banking association by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said banking association.

[Notarial Seal]



Dianne Diaz
Notary Public

My Commission expires _____.

STATE OF CALIFORNIA)
) SS.:...
COUNTY OF SAN FRANCISCO)

On this 16th day of December, 1996, before me personally appeared Thomas C. Nord, to me personally known, who being by me duly sworn, says that he is a Vice President of LPCA Corporation, that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



DMS
Notary Public

[Notarial Seal]

My Commission expires 8/17/99.

SCHEDULE 1

DOCUMENTS

1. Participation Agreement dated as of September 1, 1977 among Burlington Northern, Inc., as Lessee, Mercantile-Safe Deposit and Trust Company, as Agent, BWL, Inc., as Owner, Westinghouse Credit Corporation, as Owner, Toy National Bank, as Owner, First Security Bank of Utah, National Association, as Owner-Trustee, and the parties named in Appendix I thereto.
2. Conditional Sale Agreement dated as of September 1, 1977 between First Security Bank of Utah, National Association, not in its individual capacity but solely as Trustee under a Trust Agreement dated as of September 1, 1977 with BWL, Inc., Westinghouse Credit Corporation and Toy National Bank, and each of General Motors Corporation (Electro-Motive Division) and General Electric Company.
3. Agreement and Assignment dated as of September 1, 1977 between each of General Motors Corporation (Electro-Motive Division), General Electric Company and Mercantile-Safe Deposit and Trust Company, as Agent, as acknowledged pursuant to Acknowledgment of Notice of Assignment dated as of September 1, 1977 by First Security Bank of Utah, National Association, not in its individual capacity but solely in its capacity as Trustee, and Burlington Northern, Inc.
4. Lease of Railroad Equipment dated as of September 1, 1977 between Burlington Northern Inc., as Lessee, and First Security Bank of Utah, National Association, not in its individual capacity but solely as Trustee under a Trust Agreement dated as of September 1, 1977 with BWL, Inc., Westinghouse Credit Corporation and Toy National Bank, as Lessor.
5. Amendment No. 1 to Lease of Railroad Equipment dated as of February 15, 1996 between Burlington Northern Railroad Company, formerly known as Burlington Northern Inc., as Lessee, and First Security Bank of Utah, National Association, not in its individual capacity but solely as Trustee under a Trust Agreement dated as of September 1, 1977 with BWL, Inc., Westinghouse Credit Corporation and Toy National Bank, as Lessor.
6. Amendment No. 2 to Lease of Railroad Equipment dated as of December 17, 1996 between Burlington Northern Railroad Company, formerly known as Burlington Northern Inc. as Lessee, and First Security Bank, National Association, formerly known as First Security Bank of Utah, National Association, not in its individual capacity but solely as Trustee under a Trust Agreement dated as of September 1, 1977 with BWL, Inc., Westinghouse Credit Corporation and Toy National Bank, as Lessor.
7. Assignment of Lease and Agreement dated as of September 1, 1977 between First

Security Bank of Utah, National Association, acting in its capacity as Trustee under a Trust Agreement dated as of September 1, 1977 with the parties named therein as Owners, and Mercantile-Safe Deposit and Trust Company.

8. All amendments and supplements to the documents in items 1 through 7 above.
9. All certificates, instruments, documents and agreements, including all waivers and consents, executed by First Security Bank, National Association, formerly known as First Security Bank of Utah, National Association, as Owner-Trustee or Trustee, and delivered pursuant to or in connection with the documents in items 1 through 8 above.